MUSKEGON COUNTY BOARD OF COMMISSIONERS  
Community Development/Strategic Planning Committee  
AGENDA

March 19, 2019 – 3:30 PM  
Hall of Justice  
990 Terrace, Muskegon, MI

Charles Nash, Chair  
Kenneth Mahoney, Vice-Chair

1) Call to Order
2) Roll Call
3) Approval of the Minutes of February 19, 2019
4) Public Comment (on an agenda item)
5) Items for Consideration
   - CD/SP19/03 – 03 (Community Development) Adopt the License Agreement with the Michigan Irish Music Festival and Authorize the Board Chair to Sign
   - CD/SP19/03 – 04 (Community Development) Adopt the License Agreement with Unity Christian Events/Alive On the Lakeshore and Authorize the Board Chair to Sign
   - CD/SP19/03 – 05 (Community Development) Adopt the License Agreement with iHeartRadio/WMUS for “Moosefest” and Authorize the Board Chair to Sign
6) Old Business
7) New Business
8) Public Comment
   - Public Comment
     Persons may address the Commission during the time set aside for Public Comment or at any time by suspension of the rules. All persons must address the commission and state their name for the record. Comments shall be limited to two (2) minutes for each participant, unless time is extended prior to the public comment period by a vote of a majority of the commission.
9) Adjournment

AMERICAN DISABILITY ACT POLICY FOR ACCESS TO OPEN MEETINGS OF THE MUSKEGON COUNTY BOARD OF COMMISSIONERS AND ANY OF ITS COMMITTEES OR SUBCOMMITTEES

The County of Muskegon will provide necessary reasonable auxiliary aids and services, such as signers for the hearing impaired and audio tapes of printed materials being considered at the meeting, to individuals with disabilities who want to attend the meeting upon 24-hours' notice to the County of Muskegon. Individuals with disabilities requiring auxiliary aids or services should contact the County of Muskegon by writing or calling: Administration, 990 Terrace Street, Muskegon, MI 49442 (231) 724-6520
Muskegon County
Community Development/Strategic Planning Committee
February 19, 2019
3:30 p.m.
Louis McMurray Transit Center
2624 Sixth Street
Muskegon Heights, MI

Charles Nash, Chair
Kenneth Mahoney, Vice-Chair

MINUTES

CALL TO ORDER

The meeting was called to order by Commissioner Nash at 3:40 p.m.

ROLL CALL

Present: Gary Foster, Marcia Hovey-Wright, Susie Hughes, Zach Lahring, Kenneth Mahoney, Charles Nash, Robert Scolnik, I. John Snider, II, Rillastine Wilkins

Also Present: Doug Hughes, Williams Hughes, PLLC, Corporate Counsel; Mark Eisenbarth, County Administrator; Lisa Chalko, Administrative Coordinator

APPROVAL OF MINUTES

It was moved by Chair Hughes, supported by Commissioner Wilkins, to approve the minutes of December 18, 2018, as written. Motion carried.

PUBLIC COMMENT (On an agenda item)

None.

ITEMS FOR CONSIDERATION

CD/SP19/02 – 01 It was moved by Chair Hughes, supported by Commissioner Hovey-Wright, to authorize transfer of the remaining funds available to the Parks Department through the 2015 Capital Improvement Bond proceeds (4010-9015) to three projects expected to be completed in FY19: a new garage at Patterson Park ($15,000),
fiber optic cabling for Blue Lake Park Campground ($7,050) and a portion of the total cost for a maintenance building at Pioneer Park ($33,975), for a total of $56,025 in expenditures and amend the budget accordingly. Motion carried.

CD/SP19/02 – 02 It was moved by Chairman Hughes, supported by Commissioner Mahoney, to approve the salary range adjustment for the Seasonal Park Ranger/Dock Security classification from TS-00105 ($10.50-$11.00/hr) to TS-00305 ($11.00-$11.50/hr) and for the Seasonal Crew Leader classification from TS-00325 ($12.50-$13.00/hr) to TS-00330 ($12.75-$13.25/hr) and amend the budget accordingly. Motion carried.

OLD BUSINESS
None.

NEW BUSINESS
None.

PUBLIC COMMENT
None.

ADJOURNMENT
There being no further business to come before the Community Development/Strategic Planning Committee, the meeting adjourned at 3:45 p.m.
REQUEST FOR BOARD CONSIDERATION-COUNTY OF MUSKEGON

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SUMMARY OF REQUEST (GENERAL DESCRIPTION, FINANCING, OTHER OPERATIONAL IMPACT, POSSIBLE ALTERNATIVES)

Michigan Irish Music Festival, a not-for-profit corporation, 2743 Henry Street, #231, Muskegon, MI 49441, seeks a four-day License Agreement with the County of Muskegon to use Heritage Landing Thursday, September 12 through Sunday, September 15, 2019 for the annual Michigan Irish Music Festival.

The contract stipulates that a deposit of $2,500 and a $1,000 security damage deposit, proof of insurance, and proof of licensed electrical contractor on site for electrical operations before and during the event will be required. Proper permitting by the City of Muskegon has also been secured, and the deposit has been received by the County.

The License Agreement for the proposed event has been reviewed by the County's Corporate Counsel and approved.

SUGGESTED MOTION (STATE EXACTLY AS IT SHOULD APPEAR IN THE MINUTES)

Move to adopt the License Agreement with the Michigan Irish Music Festival to provide a license for the use of Heritage Landing Thursday, September 12 through Sunday, September 15, 2019 for the Michigan Irish Music Festival, and to authorize the Chairperson of the County Board to execute the agreement.

ADMINISTRATIVE ANALYSIS (AS APPLICABLE)

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If motion originates from a Statutory Board, Authority or Advisory Committee, please provide the date the motion was approved by that Board/Authority/Committee

AGENDA DATE: 3/19/19 AGENDA NO.: CACP 19/03-02 BOARD DATE: 9/21/19 PAGE NO. N/A
LICENSE AGREEMENT

BETWEEN

THE COUNTY OF MUSKEGON

AND

MICHIGAN IRISH MUSIC FESTIVAL

FOR HERITAGE LANDING FESTIVAL USE FOR 2019

THIS AGREEMENT, entered into this 26 day of February, 2019, by and between the County of Muskegon, a public corporation with an address of 990 Terrace Street, Muskegon, Michigan 49442, hereinafter referred to either as “COUNTY” or “LICENSOR” and MICHIGAN IRISH MUSIC FESTIVAL, a not-for-profit corporation, whose address is 2743 Henry Street, #231, Muskegon, MI 49441, hereinafter referred to as “LICENSEE” for use of Heritage Landing for the “Festival Event” of 2019.

RECITALS

A. WHEREAS, COUNTY owns and operates a facility, commonly referred to as Heritage Landing, hereinafter referred to as “Facility”, situated within the City of Muskegon; and,

B. WHEREAS, COUNTY, in its operation and management of said facility desires to make facility available to public interest groups and organizations to promote such public interest objectives and to maximize citizen use of such facility; and

C. WHEREAS, LICENSEE, as above identified, has requested special authorization from the COUNTY to use facility for staging of a Festival Event, and the COUNTY, through its Board of County Commissioners, is desirous of permitting and authorizing such activity in accordance with the terms and conditions herein contained;
NOW, THEREFORE, in consideration of the mutual covenants and conditions hereinafter contained, the parties hereto agree as follows:

AGREEMENT

SECTION 1 - LICENSE TO USE HERITAGE LANDING

In consideration of the covenants herein contained, the COUNTY hereby grants to LICENSEE the right and privilege to conduct and stage certain Festival Event activities at the Facility.

SECTION 2 - USE OF PROPERTY

LICENSEE shall be permitted to use and occupy facility for those activities reasonably relating to the conducting of the Festival Event during calendar year 2019 on dates specified in Section 3 below. In concurrence with the County Administrator, the Director of Public Works (DPW) may prohibit any activity that they determine is not reasonably related to the conducting of the Festival Event.

SECTION 3 - PERIOD OF USE

LICENSEE shall hold the Festival Event from 7:00 a.m. on Thursday, September 12, 2019 to 11:00 p.m. on Sunday, September 15, 2019. LICENSEE is authorized to have use of the Facility nine (9) days before the Festival Event for set-up and three (3) days after the Festival Event for clean-up. LICENSEE must obtain prior written approval from Convention & Visitors Bureau Director in the event that the LICENSEE shall require additional days for set-up or clean-up.

SECTION 4 - RESERVATION FEE

LICENSEE shall pay a non-refundable reservation fee of Twenty-Five Hundred Dollars ($2,500) to the Convention & Visitors Bureau per event day. A payment of $2,500 shall be due
and payable at the time of the reservation, and remainder of the payment for facility rental ($7,500) will be payable at the festival’s conclusion. No reservation will be valid until the reservation fee is received. The reservation fee will be forfeited if the event is canceled.

SECTION 5 – COMPENSATION/RENT

There shall be no compensation or rent paid, with the exception as provided in Section 15, by LICENSEE, inasmuch as the COUNTY has determined, through its Board of Commissioners, that this use of property is within the public interest and consistent for the purpose for which the park is dedicated.

SECTION 6 - UTILITIES

LICENSEE shall pay all charges for all utilities, including but not limited to electricity, light, heat, water, power and telephone rendered or supplied upon or in connection with the LICENSEE's use of said facility. Said cost, to the extent not determinable by direct charge computation, shall be determined to equal amount of utility charge in excess of that average charge imposed for a comparable period, to be determined by the Director of the DPW. Provided, however, any and all special hook-ups or support facilities required by LICENSEE for its event shall be solely the responsibility of the LICENSEE to pay.

SECTION 7 – RESTROOMS

LICENSEE shall bear responsibility for payment of all charges associated with the providing of toilet facilities on the property during the period of Festival Event. LICENSEE shall provide a sufficient number of portable restrooms for use by all LICENSEE participants and guests as well as users of the facility.

SECTION 8 - ACCEPTANCE OF PROPERTY AS-IS

LICENSEE accepts the buildings, improvements and any equipment in or on the facility
in their existing conditions. No representation, statement or warranty either express or implied, has been made by or on behalf of COUNTY as to said condition, as to the use that may be made of such property, except as may be expressly limited herein by way of restriction. In no event shall COUNTY be liable to LICENSEE for any defect in such property or for limitations on its use. No representational warranty of habitability, express or implied, has been made by or on behalf of the COUNTY.

**SECTION 9 - MAINTENANCE/SET-UP/CLEAN-UP**

LICENSEE shall, at its own expense, take all necessary steps to organize and set-up the facility for Festival Event activities. All costs associated with same shall be borne exclusively by LICENSEE.

In addition, LICENSEE shall bear full responsibility for cleaning up of the facility. In addition thereto, LICENSEE affirmatively covenants to restore the facility fully to its “pre-event” condition, usual wear and tear excepted, at the completion of Festival Event activities.

LICENSEE shall pay the COUNTY the sum of One-Thousand Dollars ($1,000.00) in a **refundable** security damage deposit. During the period of this Agreement, the LICENSEE shall be responsible to maintain the Facility in the same condition, usual wear and tear excepted, that existed at the time this Agreement commenced. LICENSEE will be given a pre-event checklist whereby any damaged equipment or missing property can be identified. Once the event is over, the equipment and property will be subject to a post-event inspection. The cost of any maintenance resulting from the activities of the LICENSEE, the repair of any damage or loss of any equipment indicated on the post-event checklist and an amount necessary to remedy the findings of the post-even inspection, shall be deducted from the security deposit. The balance of the security deposit will then be returned to the LICENSEE within thirty (30) days, after the last
day of the event. If there are no damages, repairs required, or missing property following the event, and the event surcharge is paid in full, the entire security deposit will be returned within thirty (30) days. If the cost necessary to remedy the post inspection exceeds the deposit, LICENSEE will be billed the difference.

SECTION 10 - COMPLIANCE WITH LAW

LICENSEE shall comply with all requirements which may be imposed by public authorities, whether State or local, with regard to equipping facility for conducting of Festival Event activities and any changes and/or additions to property necessitated as a result of any such requirements shall be solely at the cost, and at the expense of the LICENSEE; provided, however, that the property may not be physically altered in a permanent manner except upon prior written approval of the Director of the DPW, in concurrence with the County Administrator, as above identified.

SECTION 11 - LICENSEE AUTHORIZATION/OBLIGATION TO RESTRICT USE OF PARK PROPERTY AND ALCOHOL USE

LICENSEE is authorized to dispense alcohol only in accordance with State and local laws.

SECTION 12 – SECURITY MANAGEMENT

LICENSEE shall make suitable arrangements for providing reasonable security personnel during the period of the Festival Event. LICENSEE shall provide satisfactory written proof of same to the Director of the DPW prior to the Festival Event. LICENSEE shall be responsible for management of facilities and property the during period of the License.

SECTION 13 – INSURANCE AND INDEMNITY

LICENSEE shall, at its own expense, provide and keep in force, general public liability
insurance protecting the LICENSEE and COUNTY from all claims of damage to persons or property or for loss of life or of property, occurring on, in or about the facility, during the period of Festival Event, and with respect to preparatory and clean-up activities occurring in connection with same. LICENSEE shall maintain comprehensive general liability insurance in the minimum amount of One Million Dollars ($1,000,000.00) per occurrence and name COUNTY as additional insured; copies and certificates of coverage naming the COUNTY as an additional insured, shall be provided to the Community Development Director at the time of reservation.

LICENSEE agrees to indemnify and hold COUNTY harmless as against all claims, liabilities, costs or expenses, including attorney fees and costs, relating to any third party complaint as brought by Festival Event patron(s) or contractee(s), or agent(s) of same alleging injury or damage of any kind, except for the acts and omissions of the employees, representatives, and agents of the COUNTY. The County agrees to indemnify and hold LICENSEE harmless as against any claims, liabilities, costs or expenses that are caused by employees, representatives, and agents of the COUNTY.

LICENSEE shall furthermore, and at its own expense, keep in force such other insurance against other insurable hazards in such amounts as may from time to time be required by COUNTY, provided that such are insurable assets and hazards commonly insured against with respect to similar premises and uses. LICENSEE shall provide insurance required by state and local law.

**SECTION 14 – LICENSEE’S OBLIGATION REGARDING HERITAGE LANDING MECHANICAL EQUIPMENT**

LICENSEE agrees that it will provide approved padlocks for any electrical panels that it requires in order to provide the necessary power for its event. LICENSEE further represents that in the event that work is performed on any of the electrical or mechanical equipment at the
Facility that it will be only be performed by a journeyman or master electrician or others with the same level of qualification. A copy of the license of said journeyman or master electrician shall be presented to the COUNTY before any electrical work for the festival event begins at the Facility.

During the Festival Event, any problems that arise with power disruption, inadvertent activation of the sprinkler system or other routine or emergency mechanical matters which arise as a consequence of LICENSEE’S event, will be LICENSEE’S responsibility to correct. LICENSEE will be expected to provide necessary and qualified personnel. It is understood that should any of these problems arise, any cost incurred to correct them will be the responsibility of LICENSEE unless deemed caused by acts of God, as that phrase is commonly understood, and not a consequence of LICENSEE’S event.

SECTION 15 - OBLIGATIONS AND REPRESENTATIONS IN REGARD TO CONTRACT CONTRACTEES AND VENDEES

LICENSEE represents, and agrees to provide evidence upon request, of satisfactory agreements existing between LICENSEE and all Contractees/Venpees offering services for goods at the facility during the period of Festival Event. Such contracts of agreement shall include, with respect to all contracted vendee offerings, at a minimum, the following:

A. Requirement that Contractee/Vendee maintain adequate insurance and provide workers' compensation coverage for any of its employees;

B. Contractee/Vendee shall be an Equal Opportunity Employer;

C. Contractee/Vendee shall maintain adequate levels of liability and casualty insurance, to be determined adequate in the reasonable exercise of judgment of Festival Event;

D. Contractee/Vendee shall comply with all rules and regulations appurtenent to use
of park and facilities.

E. LICENSEE shall exercise best efforts to engage local contractors and local veteran contractors.

SECTION 16 - EVENT PARKING

Convention and Visitors Bureau (CVB) and Carpenter Facility properties will be available to Festival Event for parking. Festival will be responsible for access and control of parking. Parking spaces shall be available for visitors to the CVB. In exchange for this license, LICENSEE will charge a minimum of Five Dollars ($5.00) per vehicle per day. Provided, however, that the LICENSEE will pay to the COUNTY fifty (50%) percent of all fees collected regardless of the rate charged within sixty (60) days from the close of the event.

SECTION 17 – COUNTY EMPLOYEES

It is understood that during the course of the Festival Event, County employees may be used as necessary to ensure that the Facility and its related structures are properly operated and maintained. It is also understood that when County employees are engaged in connection with this Festival that the licensee shall be responsible for any cost incurred by the County, including wages, fringe benefits and overtime pay, as applicable. These amounts will be invoiced to the licensee within 30 days following the Festival Event.

SECTION 18 - RELATIONSHIP BETWEEN COUNTY AND LICENSEE

It is understood that the relationship created by this Agreement between the County of Muskegon and the Festival Event shall be LICENSOR-LICENSEE. It is not a joint venture, a partnership or a cooperative arrangement in any sense. Nothing in this Agreement shall be construed so as to give rise to an agency relationship as between COUNTY and LICENSEE. Nothing in this Agreement shall be construed so as to give rise to an arrangement other than
authorization by COUNTY for LICENSEE to use property in accordance with the terms and conditions as herein set forth. It is further understood that the conduct of the Festival Event shall be the exclusive responsibility of the LICENSEE.

SECTION 19 - MICHIGAN LAW

This Agreement shall be governed by the laws of the State of Michigan. Any litigation regarding this Agreement or its contents shall be filed in the County of Muskegon, if in State Court, or in the United States District Court for the Western District of Michigan, if in Federal Court.

SECTION 20 - TERMS AND CONDITIONS

The terms and conditions used in this Agreement shall be given their common and ordinary definition and will not be construed against either party.

SECTION 21 – ASSIGNMENT

LICENSEE shall not assign any of its rights nor transfer any of its obligations under this Agreement without the prior written consent of COUNTY and any attempt to so assign or so transfer without such consent shall be void and without legal effect and shall constitute grounds for termination. This Agreement is personal between the parties hereto and may not be assigned without written permission of the non-transferring party.

SECTION 22 - NONEXCLUSIVE AGREEMENT

LICENSEE understands that this is not an exclusive Agreement and that COUNTY shall have the right to negotiate with and enter into contracts with others providing the same or similar services as those provided by LICENSEE as the COUNTY desires.

SECTION 23 - ENTIRE AGREEMENT AND AMENDMENT

In conjunction with the matters considered herein, this Agreement contains the entire
understanding and agreement of the parties and there have been no promises, representations, agreements, warranties or undertakings by any of the parties, either oral or written, of any character or nature hereafter binding except as set forth herein. This Agreement may be altered, amended or modified only by an instrument in writing, executed by the parties to this Agreement and by no other means. Each party waives their future right to claim, contest or assert that this Agreement was modified, canceled, superceded or changed by any oral agreements, course of conduct waiver or estoppel.

SECTION 24 - NO THIRD-PARTY BENEFICIARY

No person dealing with the COUNTY or LICENSEE shall be, nor shall any of them be deemed to be, third-party beneficiaries of this Agreement. This Agreement is not intended to, nor shall it be interpreted to create a special relationship between the COUNTY or the LICENSEE and any staff, visitors, residents, or other individuals who may have business through the COUNTY.

SECTION 25 – SEVERABILITY

If any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof; and such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

SECTION 26 – EXECUTION OF COUNTERPARTS

This Agreement may be executed in any number of counterparts and each such counterpart shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the parties shall preserve undestroyed, shall together constitute one and the
same instrument.

SECTION 27 – AUTHORITY

All parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, person, or firms represented or purport to be represented by such entity(ies), person(s), or firm(s) and that all formal requirements necessary or required by any State and/or Federal law in order to enter into this Agreement have been fully complied with. Furthermore, by entering into this Agreement, LICENSEE hereby warrants that it shall not have breached the terms or conditions of any contract or agreement to which LICENSEE is obligated, which breach would have a material effect there on.

IN WITNESS WHEREOF, the following signators, having been duly authorized to execute this Agreement, execute same by and on behalf of their respective organizations.

LICENSEE:
Michigan Irish Music Festival

By: Chris Zahrt
Its: President/CEO

Dated: 2/26/19

LICENSEOR:
County of Muskegon

By: Susie Hughes
Chairperson, Muskegon County Board of Commissioners

Dated: __________________________
REQUEST FOR BOARD CONSIDERATION-COUNTY OF MUSKEGON

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SUMMARY OF REQUEST (GENERAL DESCRIPTION, FINANCING, OTHER OPERATIONAL IMPACT, POSSIBLE ALTERNATIVES)

Unity Christian Events/Alive On The Lakeshore seeks a four-day License Agreement with the County of Muskegon to use Heritage Landing Wednesday, August 7 through Saturday, August 10, 2019 for the annual Unity Christian Music Festival.

The contract stipulates that a deposit of $2,500 and a $1,000 security damage deposit, proof of insurance, and proof of licensed electrical contractor on site for electrical operations before and during the event will be required. Proper permitting by the City of Muskegon has also been secured, and the deposit has been received by the County.

The License Agreement for the proposed event has been reviewed by the County's Corporate Counsel and approved.

SUGGESTED MOTION (STATE EXACTLY AS IT SHOULD APPEAR IN THE MINUTES)

Move to adopt the License Agreement with Unity Christian Events/Alive On The Lakeshore to provide a license for the use of Heritage Landing August 7 – 10, 2019 for the Unity Christian Music Festival, and to authorize the Chairperson of the County Board to execute the agreement.

ADMINISTRATIVE ANALYSIS (AS APPLICABLE)

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Revised 2/28/19
LICENSE AGREEMENT

BETWEEN

THE COUNTY OF MUSKEGON

AND

UNITY CHRISTIAN EVENTS/ALIVE ON THE LAKESHORE

FOR HERITAGE LANDING FESTIVAL USE FOR 2019

THIS AGREEMENT, entered into this 26th day of February, 2019, by and between the County of Muskegon, a public corporation with an address of 990 Terrace Street, Muskegon, Michigan 49442, hereinafter referred to either as “COUNTY” or “LICENSOR” and UNITY CHRISTIAN EVENTS/ALIVE ON THE LAKESHORE, a not-for-profit corporation, whose address is 2735 East Apple Avenue Muskegon, MI 49442, hereinafter referred to as “LICENSEE” for use of Heritage Landing for the “Festival Event” of 2019.

REQUITALS

A. WHEREAS, COUNTY owns and operates a facility, commonly referred to as Heritage Landing, hereinafter referred to as “Facility”, situated within the City of Muskegon; and,

B. WHEREAS, COUNTY, in its operation and management of said facility desires to make facility available to public interest groups and organizations to promote such public interest objectives and to maximize citizen use of such facility; and

C. WHEREAS, LICENSEE, as above identified, has requested special authorization from the COUNTY to use facility for staging of a Festival Event, and the COUNTY, through its Board of County Commissioners, is desirous of permitting and authorizing such activity in accordance with the terms and conditions herein contained;
NOW, THEREFORE, in consideration of the mutual covenants and conditions hereinafter contained, the parties hereto agree as follows:

**AGREEMENT**

**SECTION 1 - LICENSE TO USE HERITAGE LANDING**

In consideration of the covenants herein contained, the COUNTY hereby grants to LICENSEE the right and privilege to conduct and stage certain Festival Event activities at the Facility.

**SECTION 2 - USE OF PROPERTY**

LICENSEE shall be permitted to use and occupy facility for those activities reasonably relating to the conducting of the Festival Event during calendar year 2019 on dates specified in Section 3 below. In concurrence with the County Administrator, the Director of Public Works (DPW) may prohibit any activity that they determine is not reasonably related to the conducting of the Festival Event.

**SECTION 3 - PERIOD OF USE**

LICENSEE shall hold the Festival Event from 7:00 a.m. on Wednesday, August 7, 2019 to 11:00 p.m. on Saturday, August 10, 2019. LICENSEE is authorized to have use of the Facility seven (7) days before the Festival Event for set-up and three (3) days after the Festival Event for clean-up. LICENSEE must obtain prior written approval from Convention & Visitors Bureau Director in the event that the LICENSEE shall require additional days for set-up or clean-up.

**SECTION 4 – RESERVATION FEE**

LICENSEE shall pay a non-refundable reservation fee of Twenty-Five Hundred Dollars ($2,500) to the Convention & Visitors Bureau per event day. A payment of $2,500 shall be due
and payable at the time of the reservation, and the remainder ($7,500) will be payable at the festival’s conclusion. No reservation will be valid until the reservation fee is received. The reservation fee will be forfeited if the event is canceled.

SECTION 5 – COMPENSATION/RENT

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LICENSEE shall bear responsibility for payment of all charges associated with the providing of toilet facilities on the property during the period of Festival Event. LICENSEE shall provide a sufficient number of portable restrooms for use by all LICENSEE participants and guests as well as users of the facility.

SECTION 8 - ACCEPTANCE OF PROPERTY AS-IS

LICENSEE accepts the buildings, improvements and any equipment in or on the facility
in their existing conditions. No representation, statement or warranty either express or implied, has been made by or on behalf of COUNTY as to said condition, as to the use that may be made of such property, except as may be expressly limited herein by way of restriction. In no event shall COUNTY be liable to LICENSEE for any defect in such property or for limitations on its use. No representational warranty of habitability, express or implied, has been made by or on behalf of the COUNTY.

SECTION 9 - MAINTENANCE/SET-UP/CLEAN-UP

LICENSEE shall, at its own expense, take all necessary steps to organize and set-up the facility for Festival Event activities. All costs associated with same shall be borne exclusively by LICENSEE.

In addition, LICENSEE shall bear full responsibility for cleaning up of the facility. In addition thereto, LICENSEE affirmatively covenants to restore the facility fully to its “pre-event” condition, usual wear and tear excepted, at the completion of Festival Event activities.

LICENSEE shall pay the COUNTY the sum of One-Thousand Dollars ($1,000.00) in a refundable security damage deposit. During the period of this Agreement, the LICENSEE shall be responsible to maintain the Facility in the same condition, usual wear and tear excepted, that existed at the time this Agreement commenced. LICENSEE will be given a pre-event checklist whereby any damaged equipment or missing property can be identified. Once the event is over, the equipment and property will be subject to a post-event inspection. The cost of any maintenance resulting from the activities of the LICENSEE, the repair of any damage or loss of any equipment indicated on the post-event checklist and an amount necessary to remedy the findings of the post-even inspection, shall be deducted from the security deposit. The balance of the security deposit will then be returned to the LICENSEE within thirty (30) days, after the last
day of the event. If there are no damages, repairs required, or missing property following the event, and the event surcharge is paid in full, the entire security deposit will be returned within thirty (30) days. If the cost necessary to remedy the post inspection exceeds the deposit, LICENSEE will be billed the difference.

SECTION 10 - COMPLIANCE WITH LAW

LICENSEE shall comply with all requirements which may be imposed by public authorities, whether State or local, with regard to equipping facility for conducting of Festival Event activities and any changes and/or additions to property necessitated as a result of any such requirements shall be solely at the cost, and at the expense of the LICENSEE; provided, however, that the property may not be physically altered in a permanent manner except upon prior written approval of the Director of the DPW, in concurrence with the County Administrator, as above identified.

SECTION 11 - LICENSEE AUTHORIZATION/OBLIGATION TO RESTRICT USE OF PARK PROPERTY AND ALCOHOL USE

LICENSEE is authorized to dispense alcohol only in accordance with State and local laws.

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LICENSEE shall make suitable arrangements for providing reasonable security personnel during the period of the Festival Event. LICENSEE shall provide satisfactory written proof of same to the Director of the DPW prior to the Festival Event. LICENSEE shall be responsible for management of facilities and property the during period of the License.

SECTION 13 – INSURANCE AND INDEMNITY

LICENSEE shall, at its own expense, provide and keep in force, general public liability insurance protecting the LICENSEE and COUNTY from all claims of damage to persons or
property or for loss of life or of property, occurring on, in or about the facility, during the period of Festival Event, and with respect to preparatory and clean-up activities occurring in connection with same. LICENSEE shall maintain comprehensive general liability insurance in the minimum amount of One Million Dollars ($1,000,000.00) per occurrence and name COUNTY as additional insured; copies and certificates of coverage naming the COUNTY as an additional insured, shall be provided to the Community Development Director at the time of reservation.

LICENSEE agrees to indemnify and hold COUNTY harmless as against all claims, liabilities, costs or expenses, including attorney fees and costs, relating to any third party complaint as brought by Festival Event patron(s) or contractee(s), or agent(s) of same alleging injury or damage of any kind, except for the acts and omissions of the employees, representatives, and agents of the COUNTY. The County agrees to indemnify and hold LICENSEE harmless as against any claims, liabilities, costs or expenses that are caused by employees, representatives, and agents of the COUNTY.

LICENSEE shall furthermore, and at its own expense, keep in force such other insurance against other insurable hazards in such amounts as may from time to time be required by COUNTY, provided that such are insurable assets and hazards commonly insured against with respect to similar premises and uses. LICENSEE shall provide insurance required by state and local law.

SECTION 14 – LICENSEE’S OBLIGATION REGARDING HERITAGE LANDING MECHANICAL EQUIPMENT

LICENSEE agrees that it will provide approved padlocks for any electrical panels that it requires in order to provide the necessary power for its event. LICENSEE further represents that in the event that work is performed on any of the electrical or mechanical equipment at the Facility that it will be only be performed by a journeyman or master electrician or others with the
same level of qualification. A copy of the license of said journeyman or master electrician shall be presented to the COUNTY before any electrical work for the festival event begins at the Facility.

During the Festival Event, any problems that arise with power disruption, inadvertent activation of the sprinkler system or other routine or emergency mechanical matters which arise as a consequence of LICENSEE’S event, will be LICENSEE’S responsibility to correct. LICENSEE will be expected to provide necessary and qualified personnel. It is understood that should any of these problems arise, any cost incurred to correct them will be the responsibility of LICENSEE unless deemed caused by acts of God, as that phrase is commonly understood, and not a consequence of LICENSEE’S event.

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LICENSEE represents, and agrees to provide evidence upon request, of satisfactory agreements existing between LICENSEE and all Contractees/Vendees offering services for goods at the facility during the period of Festival Event. Such contracts of agreement shall include, with respect to all contracted vendee offerings, at a minimum, the following:

A. Requirement that Contractee/Vendee maintain adequate insurance and provide workers' compensation coverage for any of its employees;

B. Contractee/Vendee shall be an Equal Opportunity Employer;

C. Contractee/Vendee shall maintain adequate levels of liability and casualty insurance, to be determined adequate in the reasonable exercise of judgment of Festival Event;

D. Contractee/Vendee shall comply with all rules and regulations appurtenant to use of park and facilities.
E. LICENSEE shall exercise best efforts to engage local contractors and local veteran contractors.

**SECTION 16 - EVENT PARKING**

Convention and Visitors Bureau (CVB) and Carpenter Facility properties will be available to Festival Event for parking. Festival will be responsible for access and control of parking. Parking spaces shall be available for visitors to the CVB. In exchange for this license, LICENSEE will charge a minimum of Five Dollars ($5.00) per vehicle per day. Provided, however, that the LICENSEE will pay to the COUNTY fifty (50%) percent of all fees collected regardless of the rate charged within sixty (60) days from the close of the event.

**SECTION 17 – COUNTY EMPLOYEES**

It is understood that during the course of the Festival Event, County employees may be used as necessary to ensure that the Facility and its related structures are properly operated and maintained. It is also understood that when County employees are engaged in connection with this Festival that the licensee shall be responsible for any cost incurred by the County, including wages, fringe benefits and overtime pay, as applicable. These amounts will be invoiced to the licensee within 30 days following the Festival Event.

**SECTION 18 - RELATIONSHIP BETWEEN COUNTY AND LICENSEE**

It is understood that the relationship created by this Agreement between the County of Muskegon and the Festival Event shall be LICENSOR-LICENSEE. It is not a joint venture, a partnership or a cooperative arrangement in any sense. Nothing in this Agreement shall be construed so as to give rise to an agency relationship as between COUNTY and LICENSEE. Nothing in this Agreement shall be construed so as to give rise to an arrangement other than authorization by COUNTY for LICENSEE to use property in accordance with the terms and
conditions as herein set forth. It is further understood that the conduct of the Festival Event shall be the exclusive responsibility of the LICENSEE.

SECTION 19 - MICHIGAN LAW

This Agreement shall be governed by the laws of the State of Michigan. Any litigation regarding this Agreement or its contents shall be filed in the County of Muskegon, if in State Court, or in the United States District Court for the Western District of Michigan, if in Federal Court.

SECTION 20 - TERMS AND CONDITIONS

The terms and conditions used in this Agreement shall be given their common and ordinary definition and will not be construed against either party.

SECTION 21 - ASSIGNMENT

LICENSEE shall not assign any of its rights nor transfer any of its obligations under this Agreement without the prior written consent of COUNTY and any attempt to so assign or so transfer without such consent shall be void and without legal effect and shall constitute grounds for termination. This Agreement is personal between the parties hereto and may not be assigned without written permission of the non-transferring party.

SECTION 22 - NONEXCLUSIVE AGREEMENT

LICENSEE understands that this is not an exclusive Agreement and that COUNTY shall have the right to negotiate with and enter into contracts with others providing the same or similar services as those provided by LICENSEE as the COUNTY desires.

SECTION 23 - ENTIRE AGREEMENT AND AMENDMENT

In conjunction with the matters considered herein, this Agreement contains the entire
understanding and agreement of the parties and there have been no promises, representations, agreements, warranties or undertakings by any of the parties, either oral or written, of any character or nature hereafter binding except as set forth herein. This Agreement may be altered, amended or modified only by an instrument in writing, executed by the parties to this Agreement and by no other means. Each party waives their future right to claim, contest or assert that this Agreement was modified, canceled, superceded or changed by any oral agreements, course of conduct waiver or estoppel.

SECTION 24 - NO THIRD-PARTY BENEFICIARY

No person dealing with the COUNTY or LICENSEE shall be, nor shall any of them be deemed to be, third-party beneficiaries of this Agreement. This Agreement is not intended to, nor shall it be interpreted to create a special relationship between the COUNTY or the LICENSEE and any staff, visitors, residents, or other individuals who may have business through the COUNTY.

SECTION 25 – SEVERABILITY

If any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

SECTION 26 – EXECUTION OF COUNTERPARTS

This Agreement may be executed in any number of counterparts and each such counterpart shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the parties shall preserve undestroyed, shall together constitute one and the
same instrument.

SECTION 27 – AUTHORITY

All parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, person, or firms represented or purported to be represented by such entity(ies), person(s), or firm(s) and that all formal requirements necessary or required by any State and/or Federal law in order to enter into this Agreement have been fully complied with. Furthermore, by entering into this Agreement, LICENSEE hereby warrants that it shall not have breached the terms or conditions of any contract or agreement to which LICENSEE is obligated, which breach would have a material effect there on.

IN WITNESS WHEREOF, the following signators, having been duly authorized to execute this Agreement, execute same by and on behalf of their respective organizations.

LICENSEE:
Festival Event

By: Kevin Newton
Its:

Dated: 2-26-79

LICENSOR:
County of Muskegon

By: Susie Hughes
Chairperson, Muskegon County Board of Commissioners

Dated: ___________________________
REQUEST FOR BOARD CONSIDERATION-COUNTY OF MUSKEGON

<table>
<thead>
<tr>
<th>COMMITTEE</th>
<th>BUDGETED</th>
<th>NON-BUDGETED</th>
<th>PARTIALLY BUDGETED</th>
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<td>COMMUNITY DEVELOPMENT/STRATEGIC PLANNING</td>
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REQUESTING DEPARTMENT: CVB
DATE: 3/19/19
REQUESTOR SIGNATURE: [Signature]

SUMMARY OF REQUEST (GENERAL DESCRIPTION, FINANCING, OTHER OPERATIONAL IMPACT, POSSIBLE ALTERNATIVES)

iHeartRadio (formerly Clear Channel), owners of WMUS, a terrestrial country music radio station serving the Muskegon County market, seeks a one-day License Agreement with the County of Muskegon to use Heritage Landing Saturday, August 17, 2019, for their annual "Moosefest" country music concert.

The contract stipulates that a reservation fee of $2,500 and a $1,000 security damage deposit, proof of insurance, and proof of licensed electrical contractor on site for electrical operations before and during the event will be required. Proper permitting by the City of Muskegon has also been secured, and the deposit has been received by the County. The organizers will have seven days before and three days after the event for set-up and tear-down.

iHeartRadio/WMUS partners with the Child Abuse Council of Muskegon County to produce this event.

SUGGESTED MOTION (STATE EXACTLY AS IT SHOULD APPEAR IN THE MINUTES)

Move to adopt the License Agreement with iHeartRadio/WMUS to provide a license for the use of Heritage Landing August 17, 2019 for "Moosefest", and to authorize the Chairperson of the County Board to execute the agreement.

ADMINISTRATIVE ANALYSIS (AS APPLICABLE)

HUMAN RESOURCES ANALYSIS:

FINANCE & MANAGEMENT ANALYSIS:

CORPORATE COUNSEL ANALYSIS:

ADMINISTRATOR RECOMMENDATION:

If motion originates from a Statutory Board, Authority or Advisory Committee, please provide the date the motion was approved by that Board/Authority/Committee

AGENDA DATE: 3/19/19
AGENDA NO.: 00<P19>03-05
BOARD DATE: 3/21/19
PAGE NO. 28
LICENSE AGREEMENT

BETWEEN

THE COUNTY OF MUSKEGON

AND

IHEARTRADIO,

FOR HERITAGE LANDING FESTIVAL USE IN 2019

THIS AGREEMENT, entered into this 13th day of December, 2019, by and between the County of Muskegon, a public corporation with an address of 990 Terrace Street, Muskegon, Michigan 49442, hereinafter referred to either as “COUNTY” or “LICENSOR” and IHeartRadio, 77 Monroe Center Ave. NW, Suite 1000, Grand Rapids, MI 49503, hereinafter referred to as “LICENSEE” for use of Heritage Landing for the “Festival Event” of 2019.

RECITALS

A. WHEREAS, COUNTY owns and operates a facility, commonly referred to as Heritage Landing, hereinafter referred to as “Facility,” situated within the City of Muskegon; and,

B. WHEREAS, COUNTY, in its operation and management of said facility desires to make facility available to public interest groups and organizations to promote such public interest objectives and to maximize citizen use of such facility; and

C. WHEREAS, LICENSEE, as above identified, has requested special authorization from the COUNTY to use facility for staging of an event, hereinafter referred to as “Festival Event”, and the COUNTY, through its Board of County Commissioners, is desirous of permitting and authorizing such activity in accordance with the terms and conditions herein.
NOW, THEREFORE, in consideration of the mutual covenants and conditions hereinafter contained, the parties hereto agree as follows:

AGREEMENT

SECTION 1 - LICENSE TO USE HERITAGE LANDING

In consideration of the covenants herein contained, the COUNTY hereby grants to LICENSEE the right and privilege to conduct and stage certain Festival Event activities at, and upon, COUNTY facility property, commonly referred to as Heritage Landing, situated within the City of Muskegon.

SECTION 2 - USE OF PROPERTY

LICENSEE shall be permitted to use and occupy facility for those activities reasonably relating to the conducting of the Festival Event during calendar year 2019 on dates specified in Section 3 below. In concurrence with the County Administrator, the Community Development Director may prohibit any activity that they determine is not reasonably related to the conducting of the Festival Event.

SECTION 3 - PERIOD OF USE

LICENSEE shall hold the Festival Event from 12:00 noon to 11:00 p.m. on Saturday, August 17, 2019. LICENSEE is authorized to have use of Heritage Landing for up to three (3) days before the Festival Event for set-up and two (2) days after the Festival Event for clean-up. LICENSEE must obtain prior written approval from the Director of the Convention & Visitors Bureau in the event that the LICENSEE shall require additional days for set-up and clean-up.

SECTION 4 - RESERVATION FEE

LICENSEE shall pay a non-refundable reservation fee of Twenty Five Hundred Dollars
($2,500.00) to the Convention & Visitors Bureau for the use of the facility for the festival event. No reservation will be valid until the reservation fee is received. The reservation fee will be forfeited if the event is canceled.

SECTION 5 – COMPENSATION/RENT

There shall be no compensation or rent paid, with the exception as provided in Section 15, by LICENSEE, inasmuch as the COUNTY has determined, through its Board of Commissioners, that this use of property is within the public interest and consistent for the purpose for which the park is dedicated.

SECTION 6 - UTILITIES

LICENSEE shall pay all charges for all utilities, including but not limited to electricity, light, heat, water, power and telephone rendered or supplied upon or in connection with the LICENSEE’s use of said facility. Said cost, to the extent not determinable by direct charge computation, shall be determined to equal amount of utility charge in excess of that average charge imposed for a comparable period, to be determined by the Community Development Director. Provided, however, any and all special hook-ups or support facilities required by LICENSEE for its event shall be solely the responsibility of the LICENSEE to pay.

SECTION 7 – RESTROOMS

LICENSEE shall bear responsibility for payment of all charges associated with the providing of toilet facilities on the property during the period of Festival Event. LICENSEE shall provide a sufficient number of portable restrooms for use by all LICENSEE participants and guests as well as users of the facility.
SECTION 8 - ACCEPTANCE OF PROPERTY AS-IS

LICENSEE accepts the buildings, improvements and any equipment in or on the facility in their existing conditions. No representation, statement or warranty either express or implied, has been made by or on behalf of COUNTY as to said condition, as to the use that may be made of such property, except as may be expressly limited herein by way of restriction. In no event shall COUNTY be liable to LICENSEE for any defect in such property or for limitations on its use. No representational warranty of habitability, express or implied, has been made by or on behalf of the COUNTY.

SECTION 9 - MAINTENANCE/SET-UP/CLEAN-UP

LICENSEE shall, at its own expense, take all necessary steps to organize and set-up the facility for Festival Event activities. All costs associated with same shall be borne exclusively by LICENSEE.

In addition, LICENSEE shall bear full responsibility for cleaning up of the facility. In addition thereto, LICENSEE affirmatively covenants to restore the facility fully to its “pre-event” condition, usual wear and tear excepted, at the completion of Festival Event activities.

LICENSEE shall pay the COUNTY the sum of One-Thousand Dollars ($1,000.00) in a refundable security damage deposit. During the period of this Agreement, the LICENSEE shall be responsible to maintain the Facility in the same condition, usual wear and tear excepted, that existed at the time this Agreement commenced. LICENSEE will be given a pre-event checklist whereby any damaged equipment or missing property can be identified. Once the event is over, the equipment and property will be subject to a post-event inspection. The cost of any maintenance resulting from the activities of the LICENSEE, the repair of any damage or loss of any equipment indicated on the post-event checklist and an amount necessary to remedy the
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LICENSEE shall comply with all requirements which may be imposed by public authorities, whether State or local, with regard to equipping facility for conducting of Festival Event activities and any changes and/or additions to property necessitated as a result of any such requirements shall be solely at the cost, and at the expense of the LICENSEE; provided, however, that the property may not be physically altered in a permanent manner except upon prior written approval of the Community Development Director, in concurrence with the County Administrator, as above identified.

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LICENSEE is authorized to dispense alcohol only in accordance with State and local laws.

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LICENSEE shall make suitable arrangements for providing reasonable security personnel during the period of the Festival Event. LICENSEE shall provide satisfactory written proof of same to the Community Development Director prior to the Festival Event. LICENSEE shall be responsible for management of facilities and property the during period of the License.
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LICENSEE agrees to indemnify and hold COUNTY harmless as against all claims, liabilities, costs or expenses, including attorney fees and costs, relating to any third party complaint as brought by Festival Event patron(s) or contractee(s), or agent(s) of same alleging injury or damage of any kind, except for the acts and omissions of the employees, representatives, and agents of the COUNTY. The County agrees to indemnify and hold LICENSEE harmless as against any claims, liabilities, costs or expenses that are caused by employees, representatives, and agents of the COUNTY.

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LICENSEE agrees that it will provide approved padlocks for any electrical panels that it
requires in order to provide the necessary power for its event. LICENSEE further represents that in the event that work is performed on any of the electrical or mechanical equipment at the Facility that it will be only be performed by a journeyman or master electrician or others with the same level of qualification. A copy of the license of said journeyman or master electrician shall be presented to the COUNTY before any electrical work for the festival event begins at the Facility.

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insurance, to be determined adequate in the reasonable exercise of judgment of Festival Event;

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It is understood that the relationship created by this Agreement between the County of Muskegon and the Festival Event shall be LICENSOR-LICENSEE. It is not a joint venture, a partnership or a cooperative arrangement in any sense. Nothing in this Agreement shall be
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This Agreement shall be governed by the laws of the State of Michigan. Any litigation regarding this Agreement or its contents shall be filed in the County of Muskegon, if in State Court, or in the United States District Court for the Western District of Michigan, if in Federal Court.

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The terms and conditions used in this Agreement shall be given their common and ordinary definition and will not be construed against either party.

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LICENSEE shall not assign any of its rights nor transfer any of its obligations under this Agreement without the prior written consent of COUNTY and any attempt to so assign or so transfer without such consent shall be void and without legal effect and shall constitute grounds for termination. This Agreement is personal between the parties hereto and may not be assigned without written permission of the non-transferring party.

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In conjunction with the matters considered herein, this Agreement contains the entire understanding and agreement of the parties and there have been no promises, representations, agreements, warranties or undertakings by any of the parties, either oral or written, of any character or nature hereafter binding except as set forth herein. This Agreement may be altered, amended or modified only by an instrument in writing, executed by the parties to this Agreement and by no other means. Each party waives their future right to claim, contest or assert that this Agreement was modified, canceled, superceded or changed by any oral agreements, course of conduct waiver or estoppel.

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IN WITNESS WHEREOF, the following signators, having been duly authorized to execute this Agreement, execute same by and on behalf of their respective organizations.

LICENSEE:  
IHeartRadio

By: Tim Feagan  
Its: Regional Marketing President  
Dated: 2/13/19

LICENSOR:  
County of Muskegon

By: Susie Hughes  
Chairperson, Muskegon County Board of Commissioners  
Dated:            

11